

Dated [REDACTED]

BETWEEN

NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

[REDACTED]

CUSTOMISED AGREEMENT

PROVISIONING OF A NRES 1:1 CONNECTION
FOR LIVE ESPORTS PRODUCTION WORKSHOP (2 TO 4 DECEMBER 2020)

This CUSTOMISED AGREEMENT is made on [REDACTED] between:

- (A) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 ESR BizPark @ Chai Chee Singapore 469005 ("**NLT**") AND
- (B) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED] Singapore [REDACTED] (the "**RL**").

NLT and the RL shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**".

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Infocommunications Media Development Authority of Singapore ("**IMDA**") under Section 5 of the Telecommunications Act (Cap. 323) ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The Parties hereby agree to enter into this Customised Agreement, which is separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to NLT's provision of one (1) NRES 1:1 Connection (as defined below) to the RL in support of the Live Esports Production Workshop that will be held between 2 to 4 December 2020 (the "**Esports Production Workshop**").

IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in Clause 1.2.1 below;

"**Business Day**" means any day other than Saturdays, Sundays or the gazetted public holidays in Singapore;

"**Code**" means the NetCo Interconnection Code 2017 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 7 April 2017, or its successor code of practice, and as may be amended from time to time;

“**Designated Building**” means the building within which the Designated Premise is located;

“**Designated Premise**” means the Non-Residential Premise identified in **Annex 2** to this Agreement;

“**Effective Date**” bears the meaning described in **Clause 7.1** below.

“**Law**” means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, licence, and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation or assessment issued by any Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters;

“**NRES 1:1 Connection**” means a Non-Residential End-User Connection of 1:1 Split Ratio that is provisioned in accordance with Schedule 2 of the RL’s ICO Agreement;

“**Requesting Licensees**” means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. (“**OpenNet**”) prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT; and

“**Term**” means the term of this Agreement as set out in Clause 7.2 below.

1.2 Interpretation

In this Agreement:-

1.2.1 unless otherwise defined herein, all terms and references defined in NLT’s Interconnection Offer as approved by the Authority (“**Approved ICO**”) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadbandnetwork/netlink-trusts-interconnection-offer-2017> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;

1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;

1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;

1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;

1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;

1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

1.2.8 dates and times refer to Singapore time;

1.2.9 the schedules and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;

1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and

1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. **NLT'S OBLIGATIONS**

2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provision one (1) NRES 1:1 Connection at the Designated Premise for use in the Esports Production Workshop.

3. **RL'S OBLIGATIONS**

3.1 In consideration of NLT's agreement to provide the services described in Clause 2 above, the RL shall comply with the terms and conditions specified in the Annexes hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

4. **CONFIDENTIALITY**

4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

5. **PROTECTION OF NETWORKS**

5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network..

6. BILLING INFORMATION

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire three (3) weeks after the Effective Date of this Agreement, or upon termination of the NRES 1:1 Connection, whichever is earlier.
- 7.3 Unless otherwise specified in the Schedule hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below).

8. LIMITATION OF LIABILITY

- 8.1 This Clause 8 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of NLT to the RL under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 8.2 Subject to Clause 8.3, NLT shall not be liable to the RL, whether in contract, in tort, under statute or otherwise, for the following:
- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
 - b. any consequential or indirect liability, loss or damage, sustained by the RL and arising from or in connection with this Agreement.
- 8.3 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

9. MISCELLANEOUS

- 9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 2, 15, 16, 17 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a "Customised Agreement" referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

9.2 Release, Waiver or Compromise

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

9.3 Prohibition against Assignment and Sub-Licensing

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

9.4 Amendment

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

9.5 Invalidity and Unenforceability

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision shall remain valid and enforceable in accordance with their terms.

9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument.

9.7 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.

ANNEX 1

1 PROVISION OF CONNECTIONS

- 1.1 During the term of this Agreement, NLT shall provision one (1) NRES 1:1 Connection at the Designated Premise identified in **Annex 2**.
- 1.2 No charges will be imposed for any connection provisioned under this Agreement.
- 1.3 NLT undertakes to use all reasonable endeavours to provision, repair and maintain the NRES 1:1 Connection in accordance with the terms of this Agreement. The Parties hereby agree that none of the Service Level Guarantees set out in Schedule 2 of the Approved ICO shall apply to the NRES 1:1 Connection provisioned under this Agreement.
- 1.4 Save as expressly stated otherwise in this Agreement, the terms of the Approved ICO (including but not limited to Schedules 2, 15 and 18 of the Approved ICO) shall continue to govern the provision of the NRES 1:1 Connection, and nothing in this Agreement shall affect the rights and obligations of both Parties under the Approved ICO in respect of the NRES 1:1 Connection provisioned to the RL during the term of the Agreement.

2 MARKETING RIGHTS

- 2.1 In consideration for the provision of the NRES 1:1 Connection under this Agreement, the RL shall only on a best effort basis and at no cost to NLT,
 - 2.1.1 procure for NLT all necessary rights that would allow NLT and its Related Corporations to publicise its involvement in the Esports Production Workshop, including but not limited to intellectual property rights, and the right to describe the full extent of NLT's participation in the Esports Production Workshop in any medium, including but not limited to annual reports, websites, press releases, videos and trade publications; and
 - 2.1.2 procure for the name and/or trade marks of NLT and/or NetLink NBN Trust to be prominently mentioned and/or displayed in all publicity materials issued in relation to the Esports Production Workshop.

For the avoidance of doubt, nothing in this paragraph grants the RL and/or any other party any intellectual property rights in NLT's names and trade marks, and the RL shall seek the prior written consent of NLT and/or its Related Corporations before using the name and/or trade marks of NLT and/or NetLink NBN Trust in any publicity materials issued in relation to the Esports Production Workshop.

3 PROCEDURE FOR REQUEST FOR SERVICES

- 3.1 The RL shall submit the request for the NRES 1:1 Connection in the form of a self-provide order ("**Request**") via Service Portal.
- 3.2 NLT shall arrange for the handover of the NRES 1:1 Connection to the RL within five (5) business days from the date of the Request.

- 3.3 The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the Designated Building, and all works relating to the NRES 1:1 Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NRES 1:1 Connection).

4 REPORTS AND RECORD-KEEPING

- 4.1 The RL shall maintain accurate records of all matters relating to the NRES 1:1 Connection provided under this Agreement, and shall upon request:
- 4.1.1 submit supporting evidence showing that the NRES 1:1 Connection is used only for the purpose of supporting the Esports Production Workshop; and
- 4.1.2 obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Building to verify that the NRES 1:1 Connection is used only for the purpose of supporting the Esports Production Workshop.

5 TERMINATION OF NRES 1:1 CONNECTION

- 5.1 The RL shall submit the termination order for the NRES 1:1 Connection provisioned under this Agreement no later than three (3) Business Days before the expiry of the Term.

6 ADDITIONAL TERMS AND CONDITIONS

- 6.1 The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 6.2 Except where the loss or damage arises out of gross negligence, fraud or wilful misconduct on the part of NLT, its servants or agents, the RL shall indemnify and hold harmless NLT from any and all direct liabilities, losses, damages, costs and expenses, fines and penalties (including loss of profits, business or anticipated savings, or any other consequential loss), fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest, regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise, that NLT may sustain or incur (including those sustained or incurred as a result of a claim by a third party against NLT) directly relating to, arising out of or resulting from the RL's gross negligence or wilful misconduct in connection with this Agreement (including those sustained or incurred as a result of a claim by a third party against NLT).
- 6.3 All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Where necessary, the Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:
- 6.3.1 The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
- 6.3.2 The RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage;

6.3.3 The RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT; and

6.3.4 The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.

6.4 The terms and conditions set out in this Agreement are intended solely for the provision of the NRES 1:1 Connection in support of the Esports Production Workshop, and the Parties agree that NLT shall have no obligation whatsoever to provision Non-Residential End-User Connections under the same terms and conditions upon the completion of the Esports Production Workshop.

ANNEX 2

Designated Premise of NRES 1:1 Connection

1. Cathay Cinema JEM, 50 Jurong Gateway Rd, Level 5 Jem, Singapore 608549